

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** No

**ITEM TITLE:** OPENING

**SUMMARY:** Call to Order  
Opening Prayer  
Pledge of Allegiance

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF AGENDA

**SUMMARY:** Attached is the proposed Agenda for the [insert date] Regular Meeting of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

---

**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

# **AGENDA**

## **HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING**

**FEBRUARY 1, 2021, 6:00 P.M.**

### **CALL TO ORDER**

### **CONSIDERATION OF AGENDA**

### **CONSIDERATION OF MINUTES**

**Monday, January 4, 2021 - 6:00p.m.**

- **Regular Board of Commissioners' Meeting Minutes**

### **PUBLIC HEARINGS**

**1) None**

### **PRESENTATIONS**

- 1) Albemarle Commission Special Projects.....Sharon Smith,  
Special Projects Administrator , Albemarle Commission**
- 2) Update from Ocracoke Interfaith Relief and Recovery Team..... Pastor Ivy Belch**
- 3) COVID 19 Update ..... Luana Gibbs**
- 4) Finance Software Upgrade Update..... Donnie Shumate**
- 5) Tax Collections.....Donnie Shumate**
  - **January 2021**

**EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY ..... Manager Noble**

### **PUBLIC COMMENTS**

**Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.**

### **ITEMS OF CONSIDERATION**

- 1) Letter of Support - AWOS System Installation - Ocracoke Airport..... Manager Noble**
- 2) Revolving Loan - Williams Markets..... Bill Rich**
- 3) Economic Development Strategic Plan Update ..... Manager Noble**
- 4) Contract Extension Landfall Strategies.....Manager Noble**

- 5) Contract Extension Southern Disaster Recovery LLC.....Manager Noble  
6) Coastal Management RFP Award.....Daniel Brinn

## **BUDGET MATTERS**

- **HEALTH DEPT**

## **MANAGEMENT REPORTS**

The Commissioners, County Manager and Assistant County Manager will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

## **PUBLIC COMMENTS**

The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

## **CLOSED SESSION in accordance with NCGS143A-318.11 (a) (6)**

## **ADJOURN**

## **SUPPLEMENTAL INFORMATION**

### **Department Reports**

Department Heads' reports will be attached to update the public with departmental activities and ideas for continuous improvement of government services to the citizens.

### **Informational Items**

- 1) Resolution Requesting a State of Emergency Declaration and Action for Oregon Inlet



- 2) Resolution to Support Beaufort County Businesses**
- 3) 2021 Outerbanks Community Foundation Annual Meeting Invitation**

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Clerk to the Board  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF MINUTES

**SUMMARY:** Attached are the regular Board of Commissioner meeting minutes from  
**Monday, January 4, 2021 - 6:00p.m.**

**RECOMMEND:** Review, Amend and Approve.

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**REGULAR MEETING MINUTES**  
**HYDE COUNTY BOARD OF COMMISSIONERS**  
**Monday, January 4, 2021 - 6:00p.m.**

Following opening prayer by Vice-chairman Swindell and pledge of allegiance, Chairman Pugh called the January 4, 2021 Regular Meeting of the Hyde County Board of Commissioners to order at 6:00p.m., in the Hyde County Government Center Multi-Use Room. Chairman Pugh asked if anyone present felt threatened about conditions and seating distance in the meeting room. Everyone agreed they were seated more than 6 feet apart and had no complaints about meeting room conditions.

The following members were present on the mainland: Chairman Earl Pugh, Jr.; Vice-Chairman Shannon Swindell; Commissioners Ben Simmons and Goldie Topping; County Manager Kris Cahoon Noble; Clerk to the Board Lois Stotesberry; and, IT Director Donnie Shumate.

Commissioner Randal Mathews attended from Ocracoke and Attorney Franz Holscher attended from Washington via telecommunications equipment.

Health Director Luana Gibbs presented a COVID-19 update via telecommunications equipment.

Due to COVID-19 restrictions, the January 4, 2021 Hyde County Board of Commissioners Regular meeting was live streamed via the Hyde County Facebook page. Video is available on Facebook and on the County's YouTube channel for download to a personal device.

**CONSIDERATION OF AGENDA:**

Commissioner Simmons moved to approve the Monday, January 4, 2021 Regular Meeting Agenda as presented by the Clerk with addition of Item 3 – Tax Refunds. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

**CONSIDERATION OF MINUTES:**

Commissioner Swindell moved to approve the **December 7, 2020 Organizational Meeting Minutes** as presented by the Clerk with typographical corrections made. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

Commissioner Swindell moved to approve the **December 7, 2020 Regular Meeting Minutes** as presented by the Clerk. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

**PRESENTATIONS:**

38 **Tax Report**

39 IT Director Donnie Shumate presented the December 2020 TR-407 Daily Distribution Report. Mr. Shumate  
40 reported collections continue to improve in comparison to the previous year. He also presented a year to date  
41 comparison. Mr. Shumate complimented Deputy Tax Administrator Sue Gurganus for a job well done and for  
42 her dedication and commitment to the Hyde County Tax Department and taxpayers.

43

44 Commissioner Mathews moved to accept the December 2020 TR-407 Tax report as presented. Commissioner  
45 Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell,  
46 Topping and Mathews; Nays – None; Absent or not voting – None.

47

48 **ABC Board Report**

49 Chairman Meredith Nicholson presented a report on ABC Board fiscal year ended June 30, 2020. She also  
50 presented a distribution check and a copy of the FY19-20 ABC Board's Auditors Report to the Board of  
51 Commissioners. Ms. Nicholson reported a new state mandated software program for orders and inventory will  
52 be installed in January.

53

54 **COVID-19 Update**

55 Health Director Luana Gibbs presented an update on COVID-19 in Hyde County. She discussed current  
56 statistics (151 active cases), new outbreak in Hyde Correctional Facility, Pfizer and Moderna vaccines, timeline  
57 for frontline essential workers and individual vaccinations, testing and ways to boost your immune system.  
58 Testing continues to be a priority for those who have been exposed to the virus, or develop symptoms. Ms.  
59 Gibbs recommended citizens contact the Hyde County Health Department 926-4399, Engelhard Medical Center  
60 925-7000 or Ocracoke Health Center 928-1511 for appointments.

61 **NC DHHS Office of Economic Opportunity CSBG Program**

62 County Manager Kris Cahoon Noble presented the Economic Improvement Council's Community Service Block  
63 Grant (CSBG) FY 2021-22 Application for Funding for required commissioner's review. CSBG Documentation  
64 of Submission to County Commissioners form will be completed, notarized in adherence to EIC guidelines and  
65 returned to Hyde County's EIC Representative Ms. Reta Blair, CSBG Director.

66

67 **RECOGNITION:**

68 **Kris Cahoon Noble, County Manager**, expressed the Board's gratitude and appreciation for healthcare workers  
69 in Hyde County Health Department, Engelhard and Ocracoke Medical Centers, Prison staff, in-home care and  
70 nursing home staff.

71

72 **PUBLIC COMMENTS:** Hearing no comment from the public, Chairman Pugh continued the meeting.

73

74 **ITEMS OF CONSIDERATION:**

75 **Resolution Appointing Designated Agent (Dorian)**

76 County Manager Kris Cahoon Noble reported FEMA and NCEM require the county to appoint two designated

agents to approve all submittals to the agencies for grant funding through formal resolution. In preparation for the submittal of HMGP applications, the Designated Agents need to be amended to reflect staff changes. Justin Gibbs, Emergency Manager moved away and Kris Cahoon Noble, County Manager will become Secondary Agent. Primary Agent is Corrinne Gibbs, Finance Officer.

Commissioner Swindell moved to approve Resolution Designation of Applicant's Agent as presented. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

### **Appointments**

**ARSWMA** – Commissioner Swindell moved to appoint Commissioner Randal Mathews to replace former Ocracoke Commissioner Tom Pahl on the Albemarle Regional Solid Waste Management Authority (ARSWMA). Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

**Ocracoke Mosquito Control Board** – Commissioner Mathews moved to re-appoint Chris Solerna (expires 01-04-2022) and Rudy Austin (expires 01-04-2025) and to appoint Brian Samik replacing Tyke Ely (expires 01-04-2023) and Jennifer Garrish replacing Justin LeBlanc (expires 01-04-2024). Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

**Hyde County Boards and Committees Overview** – will be presented at a board meeting in the coming months to include vacancies and/or upcoming appointments for all boards and committees.

**Albemarle Commission At-Large Member** - Commissioner Pugh moved to appoint Janet Russ to represent Hyde County as its Albemarle Commission At-Large member if she so desires to serve. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons, Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

### **Tax Refund**

IT/Tax Administrator Donnie Shumate presented request for refund of taxes over paid by Ann McCann in the amount of \$1,655.00. Mr. Shumate reported she now owns the property in its entirety. Farragut Software merged all property to her but didn't delete her undivided interest property.

Commissioner Swindell moved to approve tax refund to Ann McCann in the amount of \$1,655.00 as presented.

114 Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Simmons,  
115 Swindell, Topping and Mathews; Nays – None; Absent or not voting – None.

116

117 **BUDGET REVISIONS (none)**

118 **MANAGEMENT REPORTS:**

119 The commissioners and county manager shared with the public their various activities and ideas for continuous  
120 improvement of government services in Hyde County.

121

122 **Benjamin Simmons** – thanked Joey Ben Williams, Mitchell Balance and Lindsey Mooney for work done to the  
123 Fairfield Pumping Station on New Year’s morning. He continues to recommend protection against sea level rise  
124 in Hyde County.

125

126 **Goldie Topping** – thanked all who participated in the December 19th meal delivery program in Hyde County.  
127 She reported 29,000 meals delivered.

128

129 **Shannon Swindell** – reported the church he attends also does the December meal deliveries project and believes  
130 this helps keep citizens connected.

131 **Randal Matthews** – thanked and appreciates Health Department and Ocracoke Health Center caregivers.

132

133 **Earl Pugh, Jr.** – thanked all healthcare workers and county employees.

134

135 **Kris Cahoon Noble** – reported Government Center and offices are closed to the public with minimized staff  
136 working in shifts to avoid contracting COVID. Employees are there and available by appointment. Ms. Noble  
137 reported IT/Tax Administrator Donnie Shumate and Finance Officer Corrinne Gibbs are working on finance  
138 office software conversion.

139

140 **PUBLIC COMMENT:**

141 **Jennie Farrow** – submitted comment asking for random drug tests of all County employees and recommends  
142 testing be a prerequisite for employment with Hyde County.

143

144 **CLOSED SESSION: (none)**

145

146 Commissioner Simmons moved to adjourn the meeting. Commissioner Swindell seconded the motion. The  
147 motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Topping and Mathews; Nays – None;  
148 Absent or not voting – None.

149

150 The meeting adjourned at 7:18p.m.

151  
152 Respectfully submitted:  
153  
154 Minutes approved on the 1st day of February, 2021.  
155  
156 Attest:  
157 \_\_\_\_\_  
158 Lois Stotesberry, CMC, NCCCC Earl Pugh, Jr.  
159 Clerk, Hyde County Board of Commissioners Chair, Hyde County Board of Commissioners  
160  
161 Attachments  
162  
163 Exhibit A: “*Resolution Designation of Applicant’s Agent (Dorian)*”  
164

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Sharon Smith, Albemarle Commission  
**Attachment:** No

**ITEM TITLE:** Albemarle Commission Special Projects

**SUMMARY:** Sharon Smith, Special Projects Administrator, Albemarle Commission will introduce herself and give a brief overview of possible Albemarle Commission - Hyde County partnership opportunities.

**RECOMMEND:** RECEIVE REPORT

---

**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING



**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Pastor Ivey Belch  
**Attachment:** Yes

**ITEM TITLE:** Ocracoke Interfaith Relief and Recovery Team Progress Update

**SUMMARY:** Pastor Ivey Belch will give an update on the progress made by the Ocracoke Interfaith Relief and Recovery Team.

**RECOMMEND:** RECEIVE REPORT

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

## **Operation Blessing Provides More Than \$100,000 Grant to Ocracoke Interfaith Relief & Recovery Team for Reconstruction Efforts**

VIRGINIA BEACH, VA (January 27, 2021) – The global humanitarian organization Operation Blessing (OB) has granted \$104,893 to the Ocracoke Interfaith Relief & Recovery Team (OIRRT), to be used for local reconstruction efforts on the North Carolina island.

OIRRT is a long-term recovery group established after Hurricane Dorian impacted Ocracoke Island on September 6, 2019. The storm surge was 7.5 feet, wreaking historic flooding and damaging or destroying 600 homes - leaving roughly 40% of residents displaced. Today, over half of the displaced residents have still not been able to return home.

Formed in October 2019, OIRRT is currently engaged in reconstruction projects, with funding through Hyde County and volunteer labor by Christian Aid Ministries. Operation Blessing provided the grant funds to help OIRRT continue this effort; \$100,000 of the grant funds will be used towards reconstruction projects on homes and \$4,893 will help build volunteer housing for those that come to serve.

“The Ocracoke Interfaith Relief & Recovery Team is incredibly grateful to announce that we have received a grant in the amount of \$104,893 from Operation Blessing,” said Alicia Peel, Administrative Assistant. “We are so excited for our partnership with Operation Blessing and cannot express our gratitude enough. Through this amazing gift, we will be able to help our community recover from Hurricane Dorian.”

When Dorian struck, Operation Blessing sent its U.S. Disaster Relief team to Ocracoke Island and provided more than 200 hours of relief efforts and distributed over 40,000lbs of food, water, emergency supplies, as well as a quantity of flood relief kits.

“During our time on the island in 2019, the residents really captured our hearts. Today, Operation Blessing is thrilled to provide them with continued support through our partnership with Ocracoke Interfaith Relief & Recovery Team,” said Anthony Lloyd, senior director of U.S. Disaster Relief for Operation Blessing.

For more information on OIRRT: <https://www.oirt.org/>

### **About Operation Blessing**

Operation Blessing (OB) provides humanitarian services such as strategic disaster relief, medical aid, hunger relief, clean water and community development. Founded in 1978, Operation Blessing has touched the lives of millions of people in more than 90 countries and every state. For more information about Operation Blessing, please visit [www.ob.org](http://www.ob.org).

###

BROLL:

<https://vimeo.com/360391197/59734a129f>

<https://vimeo.com/359704870/9710bf9cdc>

PHOTOS:

<https://www.dropbox.com/sh/1yp26btidj9f65o/AABqHgUaZCBiP8Hoo5phwSuha?dl=0>

CONTACT:

Chris Roslan

Roslan & Associates PR

212-966-4600

[chris@rc-pr.com](mailto:chris@rc-pr.com)

OIRRT is excited to announce that the first home in our joint OIRRT/Hyde/CAM Reconstruction Project has been completed and the resident has moved in.

Construction on this site began October 26, 2020. The home had been completely demolished following Hurricane Dorian in 2019. Since March 2020, the client had been residing in a travel trailer provided by Hyde County.



*The empty lot and travel trailer in March 2020. Photo by Connie Leinbach.*

The one-bedroom, one-story home was officially completed January 22. In total, the construction took just under three months.



*The completed home on January 23.*

*Photo by Alicia Peel.*

An estimated 2,000-2,500 man-hours were dedicated to this project by multiple teams from Christian Aid Ministries. The project was completed with a 3.6% budget overage. However, given the rising price of lumber each project has been allotted a 5% budget contingency. Given that addition, the project is considered to have run on budget.

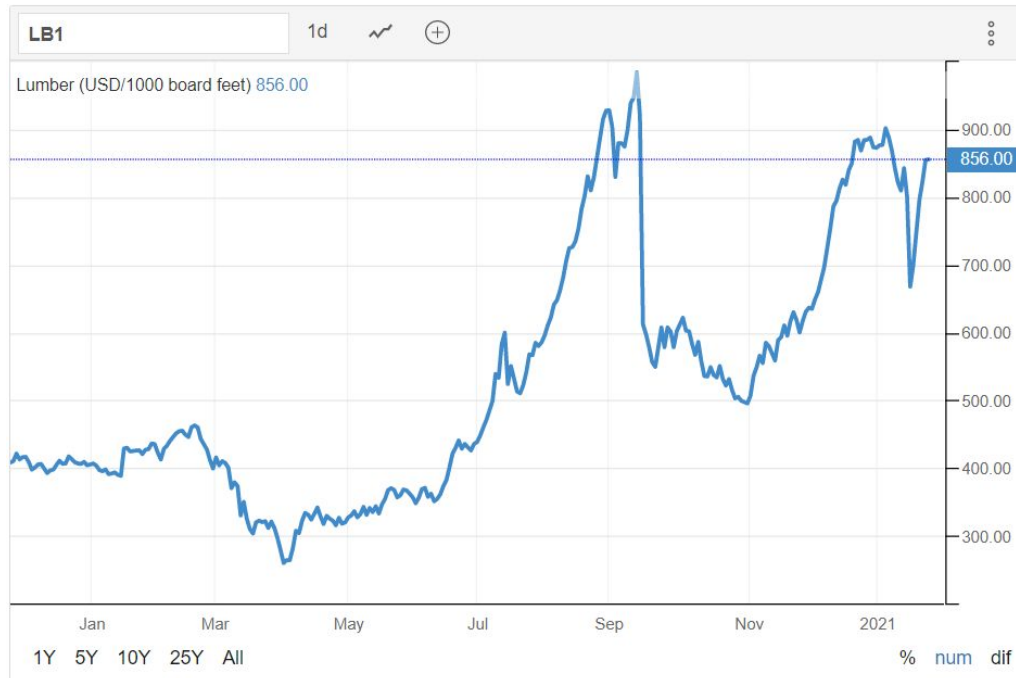


*A side view of the home during construction. A handicap ramp leads to the back entrance.  
Photo by Connie Leinbach.*

The rising price of lumber illustrates the difficult recovery timing for Ocracoke Island. After the devastation of Hurricane Dorian on September 6, 2019, our community was further affected by the COVID-19 lockdown, which began in March and continued to mid-May 2020. The pandemic not only impacted the number of volunteers who could safely access the island, but also our ability to order materials for as well as the overall cost of the reconstruction project.

According to New England Building Supply, since mid-April of 2020, lumber prices have risen by 130%, and those increased costs have raised the cost of single-family homes by more than \$16,000 on average.





*Graph from Trading Economics illustrates the rising cost of lumber.*

Our organization is doing everything possible to combat the difficulties caused by the pandemic in a responsible manner.

Despite the challenges faced in reconstruction, we are incredibly grateful to have completed the first scratch-built home. The second new build in the joint OIRRT/Hyde/CAM Reconstruction Project is set to be completed in the next two weeks.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Luana Gibbs, Hyde County Health Director  
**Attachment:** No

**ITEM TITLE:** February 1, 2021

**SUMMARY:** Luana Gibbs, Hyde County Health Director will give a COVID 19 update.

**RECOMMEND:** RECIEVE REPORT

---

**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Donnie Shumate  
**Attachment:** Yes

**ITEM TITLE:** Finance Software Upgrade

**SUMMARY:** Donnie Shumate will give an update on a project to upgrade Hyde County's finance software and request the board to approve Manager Noble to enter into a service agreement with OpenGov to purchase the software license.

**RECOMMEND:** RECEIVE REPORT AND APPROVE PURCHASE

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING





# Board of Commissioners Meeting Hyde County, NC February 1, 2021



# The Trusted Choice



## Purpose-Built for Government

---

- Company vision and R&D focused solely on critical state and local government use-cases and workflows



## Modern, Intuitive Interfaces

---

- Consumer-like UI leads to wide end-user adoption
- Regular product updates
- Highly configurable
- Less IT required

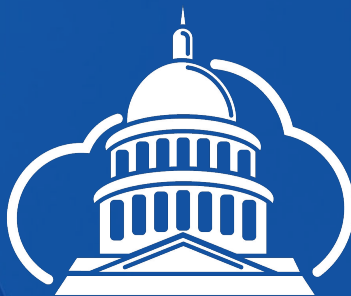


## Battle-Tested, Market-Leading, and Secure

---

- 1,000+ customers
- 5,000+ implementations
- Continuous availability
- Best-in-class security

# OpenGov ERP Cloud



## Budgeting & Planning

---

Operating Budgets  
Capital Planning  
Workforce Planning  
Online Budget Book

## Financials

---

Core Financials  
Payroll & HR  
Utility Billing

## Citizen Services

---

Permitting and Licensing  
Code Enforcement  
Citizen Portal  
Workflow and eSignature

## Reporting & Transparency Platform

---

Dashboards

Analysis

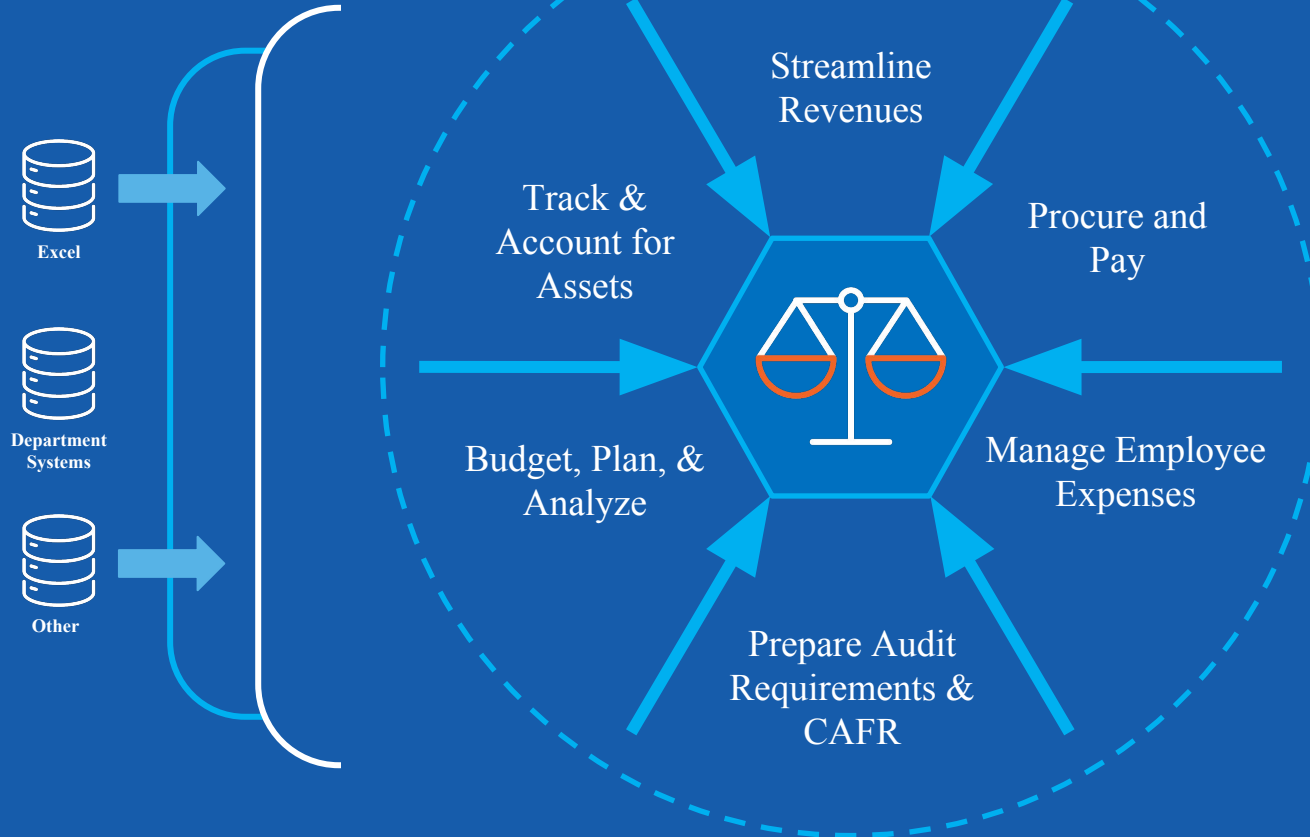
Financial Transparency

Citizen Engagement

Integration



# Financials



## Core Financials

General Ledger  
Accounts Payable  
Accounts Receivable  
Cash Receipts  
Fixed Assets  
Purchasing

## Budgeting & Planning

## Citizen Services

Mobile Inspections  
Forms and Workflows  
Customer Portal  
Grants Management

## HR & Payroll

Payroll  
Time & Attendance  
Employee Portal

# Better Constituent Service

**Constituents have  
Access Online, 24/7**



Constituent Services  
Portal 24/7



Government Data  
Online 24/7



Constituent  
Feedback 24/7

**Government  
Employees Have  
Access 24/7**



Data and Work  
Available 24/7



All You Need  
is Internet



All Data Securely  
Backed Up

# Structured Approach, Customer Specific Implementation



---

Focus on Short-term and  
Long-term goals, not just  
replicating processes



---

Validate understanding  
and process across  
government teams



---

Balance change  
management with  
culture, goals and  
vision



---

Expediting  
time-to-value by  
tailoring to your unique  
needs

# Customer Examples

City of Greenville - Transparency [Portal](#)

Davie County - Online [Citizen Services](#)

City of Elizabeth City - Permitting and Code [Storefront](#)

Town of Mooresville - Self-Service [Reporting](#)

# Customer Testimonials



# Increase Budget (and Financial) Transparency



"OpenGov allowed us to open up our financial information and be able to communicate it to our citizens and our council in a way that makes them actually understand and feel like they can participate in the conversation."

**Kimberly Ruesch**

Administrative Services Manager  
Washington City, UT

# Plan Accurately for Workforce Needs



**Janet Dutcher, CPA**

Financial Director  
Mono County, CA

“What Workforce does - and the reason it is a game changer- is... it establishes clarity. You can see a result and you can go back and you can make a change.... We got \$2 million back in our budget immediately.”

# Quickly Respond to Community Needs



**Mike Horney**

Development Services Manager  
Town of Kernersville, NC

“We have a permit tech that’s been working here for 27 years. She would have been the first one to complain if the new system wasn’t cutting it—and she loves it. Nobody wants to go back to the old way. Nobody.”



# Kernersville, North Carolina

## Citizen Services with OpenGov

Permitting Processing Time  
was 4x Faster

Walk-In Volume Reduced by  
80%

Saved ~7 Hrs/Day across the  
permitting team

Inbound Calls Decreased by  
50%

# Track Economic Development Performance



**Maria Zuniga**  
Business Improvement &  
Performance Administrator  
Bernalillo County, NM

“We view OpenGov as a strategic partner. They’ve taken the time to listen to what we wanted and built a true partnership with us. You don’t see that at other software companies. Their responsiveness and collaboration is impressive.”

# Monitor Departmental KPIs



**Micah Intermill**

Budget Director  
Minneapolis, MN

“With OpenGov, I think a huge part of the value proposition is integrating multiple datasets through one aggregation tool. It’s really about helping us understand not only how the dollars are spent but what value is being delivered back to residents through the services that we provide.”



# Increase Budget (and Financial) Transparency



**Lenora Reid**

Deputy Chief Admin. Officer  
Richmond, VA

"The major successes for us is the transparency and efficiency in creating our budget, and especially using the Budget Builder tool to have the budget book prepared for us seamlessly, so we're excited about that"

# Built to Drive Value and ROI

The leader in modern cloud ERP software for our nation's cities, counties, and state agencies



**50% less time  
spent on budget  
development**



**80% less time  
spent on reporting**



**20% fewer  
information  
requests**



**1% of budget freed  
for re-allocation**



**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Donnie Shumate  
**Attachment:** Yes

**ITEM TITLE:** January 2021 Tax Collections

**SUMMARY:** Donnie Shumate will give a report on January 2021 Tax Collections.

**RECOMMEND:** RECEIVE AND APPROVE REPORT

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

**RECOMMEND:** Receive comments.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes - Letter of Support

**ITEM TITLE:** Letter of Support - AWOS System Installation - Ocracoke Airport

**SUMMARY:** A group of community stakeholders on Ocracoke are requesting the Hyde County Board of Commissioners recommend and endorse a project to install an AWOS System at the Ocracoke Airport.

An Automated Weather Observing System (AWOS) is a fully configurable airport weather system that provides continuous, real time information and reports on airport weather conditions. AWOS stations are mostly operated, maintained and controlled by aviation service providers.

Ocracoke Airport does not currently have an AWOS system The owner and sponsor of the Ocracoke Airport is the National Park Service. Management, operation and funding for the airport comes from NC DOT Division of Aviation.

**RECOMMEND:** ENDORSE THE PROJECT AND APPROVE LETTER OF SUPPORT

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**Board of Commissioners**

Earl Pugh, Jr., Chair  
Tom Pahl, Vice-Chair  
Benjamin Simmons, III  
Shannon Swindell  
Goldie Topping

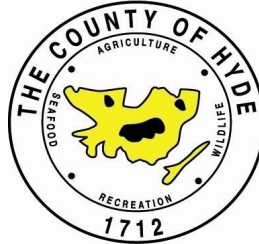
# COUNTY OF HYDE

30 Oyster Creek Road  
PO Box 188  
SWAN QUARTER, NORTH CAROLINA 27885  
252-926-4400  
252-926-3701 Fax

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



February 1, 2021

Bobby L. Walston, P.E., Director  
Division of Aviation  
North Carolina Department of Transportation  
1050 Meridian Drive  
Morrisville, NC 27560

Dear Mr. Walston,

The Hyde County Board of Commissioners requests that the North Carolina Department of Transportation, Division of Aviation, consider the installation and operation of an Automated Weather Observing System (AWOS) at the Ocracoke Airport, located on Ocracoke Island, NC.

Ocracoke's remote location and potential to be in areas of extreme weather conditions make an AWOS system a critical need. The nearest AWOS stations are currently located 20 miles east in Frisco and 25 miles north in Engelhard.

An AWOS system would provide invaluable information including but not limited to visibility, wind velocity and direction, cloud ceiling height and other factors that could arm a pilot with the knowledge needed to make the difference between a safe landing and a disaster.

An AWOS system would support medflights, a common occurrence on the island, hurricane response and recovery, coast guard landings and all other general aviation flights. Ocracoke Airport sees 3000 general aviation flights and over 100 military operations annually. The Ocracoke Airport played a critical role during response and recovery after Hurricane Dorian and supports emergency medical transportation and emergency services continually.

The project is supported by this board, the Ocracoke Fire Protection Association, Hyde County EMS, Hyde County Sheriff's Office and Hyde County Emergency services in addition to others in the community. Please consider our request to fund and construct an AWOS system at the Ocracoke Airport. We appreciate the support of the Division of Aviation and the strong partnership we hold.

Sincerely,

Earl Pugh Jr., Chairman, Hyde County Board of Commissioners



# **OCRACOKE FIRE PROTECTION ASSOC., INC.**

---

P.O. Box 332, OCRACOKE, NC 27960 • PH: 252-928-4692

EMAIL: OFPA332@GMAIL.COM      WWW.OCRACOKEVFD.ORG

December 11, 2020

TO WHOM IT MAY CONCERN,

I am writing this letter of concern as President of the Ocracoke Fire Prevention Association, the parent company of the Ocracoke Volunteer Fire Department. The fire department is required to respond to the Ocracoke Airport for all helicopter Medical Evacuations, as well as any other emergency events.

Med flights call the fire department for patient and weather information. The information that we can give them is limited to visual observation. We feel limited because we do not have good information for them. During any night operations good weather information is even more critical for our safety as well as the safety of the flight crew. Daytime landings and departures of all flights, Med flights and general aviation would benefit from the weather station.

With this in mind we feel that the installation of a weather station at the Ocracoke Airport should be considered.

Thank you for helping make this happen.

Richard R. Jacoby

12-10-2020

To all people that utilize Ocracoke Island airport:

This is a message asking for your support of a much needed AWOS (Automated Weather Observing System) at Ocracoke Island Airport. This is an airport weather system that provides continuous real time information and reports on airport weather conditions such as visibility, wind velocity and direction, cloud ceiling height, etc. If you are pilots and have flown to Ocracoke, you probably know that our nearest weather reporting stations are airports at Frisco, approx. 20 miles east and Hyde County mainland airport, approx. 25 miles north of Ocracoke. The weather reported at those distant stations can be much different than the actual weather at Ocracoke. For safety reasons, especially for emergency crews such as hurricane response teams after storms, Med Flight, and Coast Guard, an AWOS established at Ocracoke is an essential need. FAA data shows Ocracoke airport has an average of 3000 General Aviation operations and 100 Military operations annually.

Please help by replying to this email and stating your support for this so we may present to the FAA a strong backing of this proposal. Also, please forward this message to everyone you can think of who might be interested in supporting this and ask them to reply to me. I am told by the FAA and NC DOT Department of Aviation the more interest expressed in this project by people that utilize the airport, the more they will consider funding it.

Thanks in advance for considering,

Larry Ihle

PO Box 88

Ocracoke, NC 27960

Email: LSIHLE@EMBARQMAIL.COM

252-928-8074

Hello Larry,

As a member of the Ocracoke Volunteer Fire Department I fully support the effort to bring this weather equipment to Ocracoke's airport. I respond with the fire department to the medical flights and can see how having this equipment can assist in these life saving efforts.

Please let me know if you have questions or need any additional information.

Jeff Dippold

(252) 921-0144

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Bill Rich  
**Attachment:** No

**ITEM TITLE:** Restructured Revolving Loan Williams Market

**SUMMARY:** Special Projects Coordinator Bill Rich will present a request for a new redesigned loan which comes with the recommendation of the Revolving Loan Committee.

**RECOMMEND:** APPROVAL

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING



The Revolving Loan Committee met January 26, 2021 to discuss a proposed loan request from Chris Williams to combine four (4) existing loans and add additional proceeds of \$115,000.00 to pay off an existing first mortgage on two (2) of the Williams properties. A breakdown of the request is attached. The loan committee approved recommending the request to the Hyde County BOC with the only change being changing the requested term from 15 years to 10 years. This will create a new loan of \$442,000.00 and a monthly payment of \$4,370.76. The loan will be secured by a first mortgage on the following properties:

A: The Red and White Grocery and Laundromat in Engellhard.

B: Courthouse Grill in Swanquarter.

C: The Post Office and mini warehouses in Swanquarter

D: Chris's grocery store and hardware store.

E: All inventory current and future in the hardware store.

All net proceeds from any sale of the secured real estate will be used to pay down the total debt.  
Respectfully submitted.

Bill Rich

Hello Revolving Loan Committee. It's been quite some time since we have been together for lending purposes. I hope you are having a good 2021 thus far.

I would like to present to you where we currently are with Chris Williams and where I would like to see us end up. Chris owes the County \$327,500.00 which is in four (4) different loans with various interest rates, terms and security.

A: Red and White grocery store Engelhard.....	\$92,919.18
B: Laundromat Engelhard .....	\$58,863.23
C: Post office and mini warehouses.....	\$97,513.44
D: Courthouse Grill.....	\$78,180.73

We have a 1st mortgage on C & D and a 2nd behind a \$115,000.00 first on A & B. The first on A & B is with a spin off from one of the Banks that followed ECB and is currently due. My suggestion is to pay the 1st off and refinance the total \$ 442,000.00 for 15 years @3.5% with a first on everything. In addition to this Chris has offered us a first mortgage on the grocery/hardware store in Swan Quarter as well as a UCC on the inventory in the hardware store. Both items are debt free. All combined we would be in first place on over a \$1,000,000.00 of value.

Chris's current payments on his 4 existing loans total \$3,409.77 a month. His new payment on combining his four existing loans with the additional \$115,000.00 would be \$3,159.78. It's a good thing for all. We help out a very important community player by regrouping all his loans, reduce his payment, we get MUCH better security and we will have just one payment on automatic draft.

County Manager Kris Noble has already heard and endorsed the above and our legal team has begun checking the title so we will be certain on how to proceed. I would like a conference call for tomorrow or Thursday to get a recommendation for the BOC meeting Monday. Please let me know if tomorrow Wednesday January 27 @ 4 P.M works and if not let's shoot for Thursday at 4 p.m.. I'm with Earl Pugh so we will need Tommy and Art for a full board. Hopefully Kris Noble can join as well and I will ask that Kris to put it as an agenda item for Monday night's BOC meeting. Thanks to all. call in information: 866-939-8416 code 2373339

Bill

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes Milestones

**ITEM TITLE:** Economic Development Strategic Plan Update

**SUMMARY:** Manager will give a presentation on a partnership with East Carolina University and the RISE29 program to provide an update to Hyde County's 2007 Economic Development Strategic Plan.

**RECOMMEND:** RECIEVE REPORT

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

## Hyde County Economic Development Plan

Primary Goal will be the production of an updated/new economic development plan for Hyde County

- Team of one paid planning student and a team of MPA students from Dr. Smirnova's MPA course
  - a. ECU- Will identify an ECU lead (Derrick/Sharon/Olga) to guide the students
  - b. ECU- will identify and recruit the paid student who will be working on this project.
    - i. Hyde County/Dr. Smirnova can participate in the interviews if they so choose.
  - c. County Manager will be responsible for identification and recruitment of planning steering committee and key participants.
    - i. County Manager will work to facilitate access to key stakeholders
  - d. Students will be primarily virtual, but we'll leave it open to try to have them come to Hyde County on occasion (based on ECU/State COVID guidelines).

### 2. Milestones for the SoW

1. Project will run from February 1 to April 30 2021
  - a. Students hired and onboarded by 1/14/2021
2. First meeting w/ Hyde County will occur week of 2/14/21
3. Hyde County will identify and recruit ED Steering Committee **by no later** than 3/1/2021
4. **MILESTONE 1:** Students will work to complete an update and analysis of County data/demographic/overview information by no later than 2/8
5. **MILESTONE 2:** Students will complete a situational analysis by 3/8/21 (Regional Scan by Olga's class)- includes Sec. 160D, legislative scan, etc.)
  - a. Situation analysis is defined as an analysis of the internal and external factors of an entity. It clearly identifies an organization's capabilities, customers, potential customers and business environment, and their impact on the company. (Olga has ideas/history of this)
6. **MILESTONE 3:** Completion date of stakeholder meetings by 3/29/21
  - a. These will have been ongoing throughout situational analysis and after
  - b. Will gather needed input on Hyde County, as well as feedback on the situational analysis
7. **MILESTONE 4:** Strategies identified, reviewed, and refined by team w/ County Manager by 4/15/2021
8. **MILESTONE 5:** Final Report and Presentation by 4/25/21
  - a. To County Manager/ECU team (around 4/25)
  - b. To County Commissioners at their May 3<sup>rd</sup> meeting

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Manager Noble  
**Attachment:** Yes

**ITEM TITLE:** Contract Extension Landfall Strategies, LLC

**SUMMARY:** Authorize Manager Noble and County Attorney Holscher to negotiate a contract extension for Landfall Strategies, LLC for a period of one year.

**RECOMMEND:** ACCEPT

---

MOTION MADE BY: <input type="checkbox"/> PUGH	MOTION SECONDED BY: <input type="checkbox"/> PUGH	VOTE: <input type="checkbox"/> PUGH
<input type="checkbox"/> SIMMONS	<input type="checkbox"/> SIMMONS	<input type="checkbox"/>
<input type="checkbox"/> PAHL	<input type="checkbox"/> PAHL	<input type="checkbox"/>
<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/>
<input type="checkbox"/> TOPPING	<input type="checkbox"/> TOPPING	<input type="checkbox"/>

**DISASTER DEBRIS MONITORING SERVICES  
AGREEMENT  
# RFP H06-2017**

This Disaster Debris Monitoring Services Agreement (the "Contract") is entered into on September 7, 2017 (the "effective date") by and between Hyde County, North Carolina, (the "Client") and Landfall Strategies, LLC, a Florida domiciled company (the "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties."

**The Parties agree to the following:**

1. **Services.** During the Term (as defined herein), and as requested by Client with a notice to proceed and/or a task order, the Contractor shall provide those services listed on Attachment A, which is attached and incorporated herein (the "Services"). Services were formally and publicly solicited through RFP H06-2017 "Debris Monitoring Services." The Services shall be invoiced on an hourly basis, in accordance with the rates in Attachment B, which is attached and incorporated herein.
2. **Term.** The term of this Contract shall commence on the effective date as specified above ("Effective Date"), and shall be for an initial period of three (3) years, with the option of two additional one (1) year periods upon the consent of both Parties.
3. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
4. **Insurance.** During the Term, Contractor agrees to obtain or maintain insurance coverage to insure the responsibilities assumed herein and provide Certificates of Insurance evidencing such coverage. These insurance requirements shall meet those minimums set forth in Paragraph 12.10 herein.
5. **Notice.** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follow:

<b>Party:</b>	<u>HYDE COUNTY, NORTH CAROLINA</u>	<u>LANDFALL STRATEGIES, LLC</u>
<b>Contact:</b>	<u>Justin L. Gibbs</u>	<u>Craig Schultz, Senior Vice President</u>
<b>Address:</b>	<u>PO Box 95</u>	<u>7061 S. Tamiami Trail</u>
	<u>30 Oyster Creek Rd.</u>	<u>Suite B</u>
	<u>Swan Quarter, NC 27885</u>	<u>Sarasota, FL 34231</u>
<b>E-Mail:</b>	<u>justin.gibbs@hydecourtnc.gov</u>	<u>cschultz@landfallstrategies.com</u>
<b>Phone:</b>	<u>(252) 542-0806</u>	<u>(941) 451-7472</u>

The Parties may revise contact information at any time upon giving the other Party written notice.

7. **Compensation.** Compensation for Services shall be in accordance with the rates in Attachment B. The Client shall pay Contractor no later than thirty (30) days from the receipt of the Invoice. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The Contractor may invoice the Client no more often than once every fifteen (15) days, unless the Client agrees otherwise in writing.

8. **Termination.**

8.1 **For Cause.** The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause.** Either Party may terminate this Contract without cause by providing the other Party with forty-five (45) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. **Indemnification/Liability.**

9.1 Contractor shall indemnify, defend, and hold harmless the Client, from losses or damages arising out of personal injury or property damage claims resulting from Contractor's negligence, or acts or omissions, in performing the Services. Contractor shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of Client.

9.2 For all claims against Contractor relating to the Services, and regardless of the basis on which the claim is made, the Contractor's liability for losses or damages shall be limited to the lesser of \$100,000, the dollar amount of the Contract, or the amount of the charges rendered by Contractor under the Contract, whichever is lesser.

9.3 In no event shall either Party shall be liable to the other for any special, indirect, exemplary, punitive, or consequential damages, including lost data or records, even if a Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

10. **Force Majeure.** The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after

the causes have ceased to exist Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. **Contingency.** Contractor acknowledges that FEMA or another federal agency assistance may be used to fund this contract. Pursuant to the terms and conditions of this Contract, Contractor shall provide Services to the Client in accordance with federal, state, and local laws, rules, and regulations, FEMA Policy and Guidance. The payment for Services shall not be contingent upon any funding amount approved, or provided by, FEMA to the Client.

12. **General Provisions.**

- 12.1 **Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.
- 12.2 **Assignment** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. An assignment by operation of law to a successor in interest of Contractor, a change of control and ownership of Contractor, and assignment by Contractor to a parent, subsidiary, or affiliate of Contractor shall not be considered an assignment requiring consent of Client.
- 12.3 **Governing Law/Venue.** This Contract shall be governed by, and construed in accordance with North Carolina law. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state or county court in or near Hyde County, North Carolina.
- 12.4 **Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.
- 12.5 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties. This provision shall apply to any change orders and any change order must be in writing and signed by both parties to this contract in order for the Contractor to be reimbursed for work performed under any such change orders.
- 12.6 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 12.7 **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 12.8 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.
- 12.9 **Records Retention.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The Client shall have access to all records, documents and information collected and/or maintained by others during the administration of the agreement, and



will maintain the right to provide said information to FEMA, the Comptroller General of the United States or any other participating and authorized federal or state representatives.

- 12.10 **Insurance.** Contractor shall possess and provide to the County Certificates of Insurance evidencing the following insurance coverages:

**Workers Compensation:** The Contractor shall provide coverage for its employees with all statutory workers' compensation limits, and no less than \$1,000,000.00 for Employer's Liability. The said coverage shall include a waiver of subrogation in favor of the Client and its agents, employees, and officials.

**Commercial General Liability:** The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00 per occurrence, with an \$2,000,000.00 aggregate.

**Business Automobile Liability:** The Contractor shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, or Combined Single Limits or its equivalent.

**Professional Liability (Errors & Omissions):** The Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate shall either apply separately to this contract, or shall be at least twice the required limit per claim.

- 12.11 **Payment and Performance Bond.** The Contractor may be required to furnish and deliver, at the discretion of the Client, within ten (10) days of Written Notice to Proceed, a Payment Bond covering payment for all materials and labor furnished or supplied in connection with the work included in this agreement. The Payment Bond shall be furnished on behalf of the Contractor, shall name the Client as the obligee, and shall be in an amount equal to one hundred percent (100%) of the estimated and agreed upon contract price to ensure the successful performance of the terms and conditions of the contract. Such bond(s) shall be solely for the protection of Client. The Payment Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than "A" and must be included on the approved list of sureties issued by the United States Department of Treasury.

- 12.12 **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

- 12.13 **Access to Records.** (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- 12.14 **Clean Air Act and the Federal Water Pollution Control Act.**

**Clean Air Act.** (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

**12.15 Compliance with the Copeland "Anti-Kickback" Act.**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**12.16 Anti-Discrimination.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

Party: HYDE COUNTY, NORTH CAROLINA	LANDFALL STRATEGIES, LLC
Name: <u>Bill Rich</u>	<u>Craig Schultz</u>
Title: <u>Hyde County Manager</u>	<u>Senior Vice President</u>
Signature: <u>[Signature]</u>	<u>[Signature]</u>
Date: <u>9/7/17</u>	<u>September 5, 2017</u>

**"THIS DISBURSEMENT HAS BEEN APPROVED AS  
REQUIRED BY THE LOCAL GOVERNMENT BUDGET  
AND FISCAL CONTROL ACT"**

HYDE COUNTY FINANCE OFFICER

DATE 9/7/17 SIGNATURE Coranne Gibbs

## ATTACHMENT A

### SCOPE OF WORK

The Contractor will provide debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services include:

- Immediate response upon activation by the County for conferencing/planning purposes, with the on-site presence of a project manager 24-72 hours before the anticipated event or within 24 hours of the Notice to Proceed. The Initial Project Management Team should be on-site within 6-24 hours of the notification, depending on the client's location and requirements.
- Coordinating daily briefings, work progress, staffing, and other key items with the County.
- Scheduling work for all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff. Every effort will be made to hire as many local residents as possible to enhance economic recovery and reduce travel costs.
- Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting the County with responding to public concerns and comments. Within the first two weeks a debris hotline/phone center will be established to field questions from residents and record complaints. In addition, debris removal program requirements and time lines will be devised and disseminated to the general public.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Entering load tickets into a database application.
- Digitization of source documentation (such as load tickets).
- Contractor must provide the capability of reporting debris recovery and removal volume and cost sorted by detailed categories as required by the County and/or FEMA. Examples are:
  - a. NCDOT maintained roads.
  - b. Private roads that are dedicated for public use.
  - c. Private roads publicly used.
  - d. Gated community roads.
  - e. Roads with signage that include the word "private" or "no trespassing."
  - f. Roads within a subdivision wherein the subdivision sign is marked "private."
- Developing daily operational reports to keep the County informed of work progress.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- Disaster related damage assessment and reconstruction services, as needed.
- Final report and appeal preparation and assistance.
- Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies.
- Other disaster recovery services as requested by the County.

If requested by the County, the Consultant shall provide:

- Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- Development of a debris management plan – including identification of an adequate number of TDSRS locations and staff training as necessary.
- Procurement assistance for debris removal contractors and other services as requested.
- Project management to include the formulation and management of permanent work projects, task force management, and preparation of information and/or reports for County management and Boards.
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as required by the County.
- Other emergency management and consulting services identified and required by the County.

**ATTACHMENT B**  
**RATE SCHEDULE**

Landfall Strategies would provide the personnel listed in the tables below, on an as needed or requested basis, at the direction of Hyde County.

**Disaster Debris Monitoring Services**

<b>Debris Monitoring Positions</b>	<b>Hourly Rate</b>
Project Manager	\$ 60.00
Operations Manager / Deputy PM	\$ 50.00
GIS Analyst	\$ 39.00
Field Supervisor	\$ 45.00
Debris Site / Tower Monitor	\$ 27.00
Citizen Drop-Off Site Monitor	\$ 27.00
Field Inspector / Crew Monitor	\$ 27.00
Load Ticket Data Entry Clerks	\$ 25.00
Data Manager / ADMS Coordinator	\$ 57.00
Health and Safety Manager	\$ 39.00

<b>Additional Staff</b>	<b>Hourly Rate</b>
FEMA Public Assistance Program Consultant	\$ 79.00
Hazard Mitigation Specialist / Damage Assessor	\$ 79.00
Emergency Management Planner/Trainer	\$ 79.00

**Notes on Rates**

- Rates are for traditional paper load tickets with manual data entry. If the County prefers to use an Automated Debris Management System (ADMS), an additional \$5.00 per hour would apply to Supervisor, Tower, Crew and Drop-off Site Monitor rates (but Data Entry Clerks would not be required and administrative costs may be reduced).
- Planning and Training may be lump-sum priced rather than hourly.
- Rates include all applicable overhead, profit, personal protective equipment, and communications devices. All non-labor related project costs (such as lodging, per diem, GSA mileage for resident monitors using their own vehicles, ferry rides, supplies, rental equipment, environmental assessments or testing, aerial photography and other direct project expenses) will be billed at cost without mark-up.
- Additional personnel and disaster recovery-related services may be added at the request of the County.



**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Manager Noble  
**Attachment:** Yes

**ITEM TITLE:** Contract Extension Southern Disaster Recovery

**SUMMARY:** Authorize Manager Noble and County Attorney Holscher to negotiate a contract extension for Southern Disaster Recovery for a period of one year.

**RECOMMEND:** ACCEPT

---

MOTION MADE BY:	___ PUGH	MOTION SECONDED BY:	___ PUGH	VOTE:	___ PUGH
	___ SIMMONS		___ SIMMONS		___
SIMMONS					
	___ PAHL		___ PAHL		___
PAHL					
	___ SWINDELL		___ SWINDELL		___
SWINDELL					
	___ TOPPING		___ TOPPING		___
TOPPING					



**COUNTY OF HYDE PRE-EVENT/STAND-BY CONTRACT FOR:  
DISASTER DEBRIS REMOVAL SERVICES (H07-2018)**

This Pre-event/Stand-by Contract for Disaster Debris Removal Services (the "Contract") is entered into as of the 1st day of May, 2018 (the "Effective Date") by and between Hyde County, North Carolina, a body politic and corporate under the laws of the State of North Carolina (the "County") and Southern Disaster Recovery, a limited liability corporation (the "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties".

**WHEREAS**, the County has been devastated by storms in the past that, among other things, generated debris on public and private property;

**WHEREAS**, the threat of such storms still exists;

**WHEREAS**, the County desires to enter a pre-event/stand-by contract for emergency debris removal services;

**WHEREAS**, the County desires to retain the Contractor to perform said services;

**WHEREAS**, the Contractor has represented to the County that it is qualified to provide the services required by this Contract in a professional as well as timely manner; and

**WHEREAS**, the County has relied upon the above representations by the Contractor.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants contained herein, which consideration is hereby acknowledged to be legally sufficient and binding, the Parties hereto agree as follows.

**I. SCOPE**

The Contractor shall perform the services and/or work ("Work") as described as well as defined in, and in accordance with, the Request for Sealed Bids Pre-event/Stand-by Contract for: Disaster Debris Removal Services (H07-2018) published by the County in 2018 and any subsequent amendments thereto (collectively referred to as "Request"), which Request is incorporated herein by reference as if fully set forth. During the Term (as defined herein) and as requested by the County through a Notice to Proceed and/or task order, the Contractor shall perform the Work as specifically requested within the time specified. Unless otherwise specified herein, the Contractor shall furnish all materials, tools, equipment, manpower, and consumables that are necessary to complete the Work. Contractor specifically acknowledges that the Work, as requested, will be urgently needed by the County and that time is of the essence due to the involvement of FEMA and other factors.

## **II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies or conflicts in this Contract and/or the documents attached hereto and/or incorporated herein by reference, the precedence of these documents shall be given in the following order:

1. This Contract with any attachments, including addendum(s) and amendment(s) hereto;
2. If applicable, negotiated amendments or clarifications to the Contractor's bid ("Bid") which is/are incorporated herein by reference as if fully set forth;
3. County's Request; and
4. Contractor's Bid which is incorporated herein by reference as if fully set forth.

## **III. TERM OF CONTRACT**

The term ("Term") of this Contract shall commence as of the Effective Date specified above and shall be for an initial period of three years, terminating on April 30, 2021.

## **IV. COUNTY'S OPTION TO EXTEND THE TERM OF THE CONTRACT**

The County, in its sole and absolute discretion, may exercise its option ("Option") to extend the Term of this Contract, in one year increments, for up to two (2) additional one (1) year terms as follows. If the County desires to exercise its Option, the County shall provide Contractor advance written notice ("Notice") of the County's desire to exercise its Option at least ninety (90) days prior to the Contract termination date. The prices shown in the Bid schedules may be subject to adjustment for the new one year term, but no such adjustment shall exceed the percentage change in the "transportation" category of the Consumer Price Index for all Urban Consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics for the previous year. Within fifteen (15) days of County's Notice, Contractor shall provide the County with a written proposal for pricing for the new one year term. The Parties shall have forty-five (45) days from County's Notice to enter a written agreement with regard to pricing; which agreement, if reached, shall become an addendum to, and incorporated into, this Contract without the necessity of further amendment hereto. If the Parties reach said written agreement with regard to pricing, all other terms and conditions of this Contract (unless amended by mutual, written agreement) shall apply except the Term shall be for one (1) year. If the Parties are unable to reach said written agreement with regard to pricing within forty-five (45) days of County's Notice, the County shall have no further obligation with regard to exercising its Option. Notwithstanding anything herein to the contrary, the total duration of this Contract, including any additional one (1) year term(s), shall not exceed five (5) years.

## V. COMPENSATION

The Contractor agrees to perform the Work, including furnish all necessary materials as more specifically described hereinabove, as specified in its Bid to the County at the cost specified in said Bid and any subsequent amendments thereto, which are all incorporated herein by reference as if fully set forth.

## VI. INDEMNIFICATION AND INSURANCE

### A. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the United States of America, the State of North Carolina and the County, their respective officers, representatives, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial, appeal, and preparation for the same, arising out of the Contractor's, its officers', agents', and employees' acts or omissions associated with this Contract. The Contractor shall restore and/or repair, at the Contractor's cost, all damaged infrastructure back to its pre-existing condition if the damage was caused by their activities.

### B. Insurance Requirements

The Contractor, at its own expense, shall obtain, keep in force, and at all times maintain the following insurance coverages during the Term of this Contract.

#### 1. Workers' Compensation Insurance

Workers' Compensation Insurance as required by North Carolina law and in an amount no less than One Million Dollars (\$1,000,000.00).

#### 2. Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, with an additional Two Million Dollars (\$2,000,000.00) aggregate, for all bodily injury and property damage.

#### 3. Business Automobile Liability Insurance

Business Automobile Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, or combined single limits or its equivalent, for all owned, non-owned and hired vehicles.

4. Professional Liability (Errors and Omissions) Insurance

Professional Liability (Errors and Omissions) Insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per claim, for all claims arising from the Work performed. The aggregate shall either apply separately to this Contract or shall be at least TWICE the required limit per claim.

C. Insurance Certificates and Policies

The Contractor shall provide the County with Certificates of Insurance on all policies and renewals thereof in a form(s) acceptable to the County. Said Commercial General Liability policy shall provide that the County be an additional named insured. The County shall be notified in writing of any reduction, cancellation, or substantial change in a policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed as well as authorized to do business under the laws of North Carolina and shall contain or include a waiver of subrogation in favor of the County and its officers, representatives, agents and employees.

**VII. BONDING**

Within ten (10) days of a Notice to Proceed or task order, the Contractor shall provide a performance bond and payment bond in favor of the County, in an amount equivalent to the cost of the appraised work as reasonably estimated and determined by the Parties, with a good and solvent surety company which is licensed and doing business in the State of North Carolina. The bonds shall remain in effect at least five (5) years after the date when final payment becomes due.

**VIII. PAYMENT**

All invoices received by the County are payable with twenty (20) days from receipt, provided they have first been approved by the County and the County has accepted the Work therefor. Notwithstanding the foregoing, payment may be delayed up to ninety (90) days due to the State and/or FEMA reporting and reimbursement processes when applicable.

**All invoices shall be directed to:**

Hyde County Finance Office  
P.O. Box 188  
Swan Quarter, NC 27885

## IX. GENERAL CONDITIONS

### A. Termination of Contract

1. The County may terminate this Contract at any time, with or without cause, and agrees to pay the Contractor for all Work completed through the termination date if this option is exercised.
2. The performance of work under this Contract may be terminated by the County in whole or in part, in writing, whenever the County shall determine that the Contractor has failed to meet the performance requirements of this Contract.
3. The County may terminate this Contract for default if the Contractor fails to make delivery of the supplies, perform the Work, or if the Contractor fails to perform any other provisions of the Contract.

### B. Performance Requirements and Work

1. The Work to be provided by the Contractor for the County includes, but it not limited to, that which is necessary for the removal of excess green waste and/or bulk refuse from the County's streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and debris placed on or in these public sites as approved by the County to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a County official, inspector, or other personnel approved by the County.
3. The method(s) utilized for debris removal under this Contract shall be determined initially by the Contractor, but must be approved by the County. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws and personnel necessary to accomplish the objective of the County. The Work to be performed under this Contract shall consist of the Contractor clearing and removing any and all eligible debris for the County by a process including, but not limited to, the following: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting or moving debris in order to facilitate loading; and 3) loading and hauling debris to location(s) approved by the County. All debris collected by the Contractor shall be mechanically loaded. The County shall instruct the Contractor to grind or recycle the County's excess green waste materials.
4. The Contractor shall perform the Work so as not to interfere with the normal operations of the County, State or Federal functions and or violate existing regulations of these or other regulatory agencies.

### C. Time of Completion

The Parties understand and agree that time is of the essence in the performance of this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified by the County in a Notice to Proceed or task order. The Contractor or the County, respectively, shall not be liable for

any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or the County's control, respectively, whether of similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or the County's contractual obligations respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or the County's performance, respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal work schedules. However, under such circumstances as described herein, the County may, in its sole discretion, cancel this Contract for its convenience.

D. Acceptance of Work

The County will be deemed to have accepted the Work after the County is notified by the County Manager or the Emergency Services Director, as the case may be, of its satisfaction that the Work for their respective department is completed.

E. Correction of Work

The Contractor shall promptly correct all Work rejected by the County as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work. Rejected Work shall consist of that Work which is deemed ineligible by the County's representative, in the County's sole discretion.

F. Right to Audit Records

The County shall be entitled to audit the books and records of the Contractor and any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract.

**X. SPECIFIC PROVISIONS**

- A. The Contractor shall have a representative present in the County's office or Emergency Operations Center within thirty-six (36) hours of any Notice to Proceed or task order and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of any Notice to Proceed or task order. Hyde County is generally isolated for a period of twenty-four (24) to forty-eight (48) hours following its most likely debris event, a hurricane. If necessary, the Contractor may be called upon to pre-stage in the region after a Notice to Proceed or task order has been issued.

- B. Emergency road clearing on primary and secondary right-of-ways (ROW) shall be performed on a time and materials basis only as authorized by the County and up to seventy (70) hours or other limits as allowed by Federal requirements, if applicable. However, experience has shown that the fire departments, North Carolina Forestry, farmers, and other volunteers typically have the initial cut and toss promptly completed. Work conducted on the ROW shall be limited to the point where fallen vegetation or other debris enters the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the County.
- C. The County will supply the Contractor with a list of potential local sub-contractors. Local sub-contractors must be used if all applicable requirements are met.
- D. The Contractor shall annually assist the County with updates and improvements of the Hyde County Debris Management Plan.
- E. The Contractor shall provide all necessary security and oversight for all operations, taking into account the distance between the mainland and Ocracoke Island.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting Work on streets and highways.
- G. The Contractor is expected to maintain a sun up to sun down work schedule, seven days per week unless otherwise approved by the County.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all applicable laws and regulations.
- I. The Contractor shall operate within all requirements of the Occupational Safety and Health Act and all other applicable Federal, State, and local laws, rules, regulations, and ordinances.
- J. The County shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified and original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets, after being validated by the County's Debris Monitor(s), shall be used as the basis for any electronically generated billing and/or report(s), in accordance with the fee schedule proposed by the Contractor during the procurement process. Load tickets should be turned in weekly and they should include the following:

- Date



- Preprinted Number
- Hauler's Name
- Truck Number
- Truck Capacity (cubic yards)
- Load Percent Full (as assigned by Debris Monitors)
- Load Amount (cubic yards)
- Debris Classification (i.e. burnable, non-burnable, mixed, etc.)
- Point of Origin and Time Loaded
- Destination and Time Unloaded

K. The County will identify one or more Temporary Debris Storage Sites in the Debris Management Plan. All site Work on these sites must be approved by the County. The Contractor will prepare a site management plan in advance for these sites to include:

- Access to Site
- Site Management (i.e. Point-of-Contact, Organizational Chart, etc.)
- Site Preparation (i.e. Clearing, Erosion Control, and Grading)
- Traffic Control Procedures
- Site Safety
- Site Security
- Site Layout/Segregation of Debris
- Hazardous Waste Material Plan
- Location of Ash Disposal Area, Hazardous Material Containment Area, Contractor Work Area, and Inspection Tower (if required)
- Location of Incineration and/or Grinding Operations (if required)  
*Note: All incineration and/or grinding operations shall be conducted in accordance with the then current Hyde County Debris Management Plan – Appendix H, FEMA-325: Public Assistance – Debris Management Guide (July 2007 or latest edition), and the North Carolina Division of Solid Waste and Air Quality Control Rules and Regulations.*
- Location of Existing Structures and/or Sensitive Areas Requiring Protection
- Environmental Mitigation Plan (including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff, etc.)
- All Necessary Licenses, Permits, and Fees – for the same are the responsibility of the Contractor
- Scales/Load Tickets
- Site Restoration (i.e. return to pre-disaster conditions)
- Pre-Disaster and Post-Disaster Soil and Water Sampling

L. The Contractor shall construct an inspection tower at each debris storage site as requested by the County. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be ten (10) feet above the existing ground elevation. The floor area shall be a minimum of 8' x

8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A four (4) foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum 6.5' of headroom below the support beams. Steps with handrails shall provide access to the tower. The tower shall be built in accordance with the latest edition of the North Carolina Building Codes.

- M. The Contractor shall be responsible for reporting to the County and cleaning up all hazardous material spills caused by the Contractor's operation at no additional cost to the County or any other governmental entity. Immediate containment action shall be taken as necessary to mitigate the effects of any spill or leak. The hazardous materials cleanup shall be in accordance with all applicable Federal, State, and local laws, rules, regulations, and ordinances.

Spills shall be reported to the Hyde County Public Safety Answering Point and Hyde County Emergency Services Director immediately following the discovery of the same. A written report shall be submitted to the County no later than seven (7) days after the initial discovery and notification. The written report shall be in narrative form and, at a minimum, shall include the following:

- Date, Time, and Location of the Release
- Description of the Hazardous Material
- Determination of Quantity Released for EPA/State Reporting Requirements
- Date, Time, and Official Notified During Initial Report
- Receiving Streams and/or Waters
- Cause of Incident
- Equipment and/or Personnel Involved
- Injuries and/or Property Damage
- Duration of Discharge
- Containment Procedures Initiated
- Summary of All Communication by the Contractor
- Description of the Cleanup Procedures

## **XI. MISCELLANEOUS PROVISIONS**

- A. It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
- B. Any notice required or permitted by this Contract to be given shall be deemed to have been duly given on the day of electronic or facsimile transmission to the email or facsimile number below. Any notice required or permitted by this

Contract to be given shall also be deemed to have been duly given if in writing and delivered personally or three (3) days after mailing by first class, registered or certified mail, return receipt requested, postage pre-paid and addressed as provided below.

**If to Hyde County:**

Justin Gibbs, Emergency Services Director  
PO Box 95  
30 Oyster Creek Road  
Swan Quarter, NC 27885  
justin.gibbs@hydecountryems.co  
Fax: 252-926-3709

The Parties may revise the above notice information at any time upon giving the other Party notice as provided for hereinabove.

- C. Assignment of this Contract shall not be made without the advance written consent of the County.
- D. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations, including but not limited to FEMA policy and guidance, pertaining to the performance of Work under this Contract.
- E. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the County or the County's designee.
- F. The Contractor shall procure all permits, licenses, and certificates, or any such approvals of plans or specifications, as may be required by applicable Federal, State, and local laws, ordinances, rules, and regulations, including but not limited to FEMA policy and guidance, for proper execution and completion of the Work under this Contract.
- G. The Contractor may bill the County at cost for any tipping fees or ferry tolls incurred during the execution and completion of Work under this Contract, but payment will be contingent upon the County's approval.
- H. This Contract is deemed to be under and shall be governed by and construed according to the laws of North Carolina. If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of the law or is not otherwise unenforceable and all other provisions of this Contract shall remain in full force and effect.
- I. Any litigation arising out of this Contract shall be had in the District or Superior Courts of Hyde County, North Carolina.

J. The undersigned hereby certify that this Contract is made without prior understanding, contract or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud. The undersigned hereby warrants and certifies that he/she is duly authorized to enter into this Contract and to execute the same on behalf of the Contractor as the act of the Contractor.

K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the Parties. No other contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the date first written above.

COUNTY OF HYDE  
By: [Signature]  
Hyde County Manager

CONTRACTOR  
By: GCM

ATTEST  
By: [Signature] CMC NCCC  
Clerk to the Board / Deputy Clerk

Date: June 20, 2018

Southern Disaster Recovery  
Name of Company  
109 White Oak Road  
Mailing Address  
Greenville, SC 29609  
City, State, & ZIP  
864-469-9776  
Telephone Number

Provisions for the payment of this Contract have been made by an appropriation duly made as required by the "Local Government Budget and Fiscal Control Act."

[Signature]  
Hyde County Finance Officer



**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1st 2021  
**Presenter:** Daniel Brinn  
**Attachment:** No

**ITEM TITLE:** Coastal Management Planning Grant  
RFP Award

**SUMMARY:** Hyde County received a planning grant in the amount of \$15,000.00 with a 10% match from the North Carolina Division of Coastal Management to pay for engineering and design of a future pump installation in the Town Ditch of Swan Quarter adjacent to the Swan Quarter Community Park.

The RFP was advertised for four weeks and then Re-advertised for an additional two weeks after only one proposal was received.

**RECOMMEND:** APPROVE THE PROPOSAL FROM LDSI FOR ENGINEERING SERVICES TO DEVELOP A SET OF PLANS AND DRAWINGS FOR THE INSTALLATION OF A PUMP ON THE TOWN DITCH

---

MOTION MADE BY: ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

VOTE: ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** County Manager Kris Noble  
**Attachment:** Yes

**ITEM TITLE:** BUDGET MATTERS

**SUMMARY:** Departmental budget revisions and amendments will be presented by department managers for Board discussion and approval.

**Health Department - See attached**

**RECOMMEND:** Discussion and approve budget revisions and amendments.

---

**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING



HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE)  
BR # OR  
IDT#

15/21

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

Health - WIC

10-5970.4500

Contract Services

\$ 9,500.00

10-5970.0200

Salaries

\$ 7,225.00

10-5970.0500

FICA

\$ 719.00

10-5970.0600

Insurance

\$ 1,450.00

10-5970.0700

Retirement

\$ 106.00

\$ 9,500.00 \$ 9,500.00

Transferring funds from Salaries and fringes to Contract Services  
as program is not contracted out to Beaufort County Health  
Department. Budget is not increased.

REQUESTED

*Shanaal Gibbs*

DATE

*2-1-2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE)  
BR # OR  
IDT#

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

16/21

Health - Adult Health

10-5890.4502

Lab Testing

\$ 2,500.00

10-5890.4600

Medical Supplies

\$ 2,500.00

\$ 2,500.00 \$ 2,500.00

Transferring funds from Medical Supplies to Lab Testing for coverage of reference labs throughout year end. Budget is not increased.

REQUESTED

*Quana C Gibbs*

DATE

*2-1-2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE)  
BR # OR  
IDT#

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

17/21

Health

10-5843.4500

Contract Services

\$ 35,360.00

10-5843.0200

Salaries

\$ 35,360.00

\$ 35,360.00 \$ 35,360.00

Transferring funds from salaries to contract line for contracting COVID testers. It was anticipated that a budget revision would need to be performed to cover this service. Budget is not increased. No local appropriations needed.

REQUESTED

*Quana C. Gibbs*

DATE

*2-1-2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE)  
BR # OR  
IDT#

18/21

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

Adult Health

10-5890.0200

Salaries

\$ 6,283.41

10-5890.0500

FICA

\$ 585.34

10-5890.0700

Retirement

\$ 782.75

10-5890.4500

Contract Nurse Practitioner

\$ 7,651.50

\$ 7,651.50 \$ 7,651.50

Transferring funds from Contract to Salaries, as a provider has been hired. No new funds requested. Budget is not increased.

REQUESTED

*Suana C. Gibbs*

DATE

*2-1-2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

## HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE)  
BR # OR  
IDT#

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

19/21

Family Planning

10-5950.0200

Salaries

\$ 6,618.52

10-5950.0500

FICA

\$ 616.56

10-5950.0700

Retirement

\$ 824.49

10-5950.4501

Contract Nurse Practitioner

\$ 8,059.57

\$ 8,059.57	\$ 8,059.57
-------------	-------------

Transferring funds from Contract to Salaries, as a provider has been hired. No new funds requested. Budget is not increased.

REQUESTED

*Quana Gibbs*

DATE

*2-1-2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE)  
BR # OR  
IDT#

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

20/21

Child Health

10-5960.0200

Salaries

\$ 9,365.10

10-5960.0500

FICA

\$ 872.42

10-5960.0700

Retirement

\$ 1,166.64

10-5950.4501

Contract Nurse Practitioner

\$ 11,404.16

\$ 11,404.16 \$ 11,404.16

Transferring funds from Contract to Salaries, as a provider has been hired. No new funds requested. Budget is not increased.

REQUESTED

*Luanal Gibbs*

DATE

*1-27- 2/1/2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
21/21	Communicable Disease	10-5850.0200	Salaries	\$ 2,586.78	
		10-5850.0500	FICA	\$ 240.98	
		10-5850.0700	Retirement	\$ 322.24	
		10-5820.4501	Contract Nurse Practitioner		\$ 3,150.00
				\$ 3,150.00	\$ 3,150.00

Transferring funds from Contract to Salaries, as a provider has been hired. No new funds requested. Budget is not increased.

REQUESTED Quana Gibbs DATE 2-1-2021

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
22/21	Maternal Health	10-5820.0200	Salaries	\$ 1,016.98	
		10-5820.0500	FICA	\$ 94.78	
		10-5820.0700	Retirement	\$ 126.65	
		10-5820.4501	Contract Nurse Practitioner		\$ 1,238.41
				\$ 1,238.41	\$ 1,238.41

Transferring funds from Contract to Salaries & fringes, as a provider has been hired. No new funds requested. Budget is not increased.

REQUESTED Shanaal Gibbs DATE 2-1-2021

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO BOARD



HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET    "-" EXP BUDGET  
"-" REV BUDGET    "+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
23/21	General Health	10-5900.5902	Essential Services	\$ 4,710.00	
		10-5900.4503	Contract Dental		\$ 4,710.00
				\$ 4,710.00	\$ 4,710.00

Transferring funds from Contract Dental to Essential Services to cover student loan debt for newly hired provider. Budget is not increased.

REQUESTED

*Quana Gibbs*

DATE

*2-1-2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
24/21	PME	10-5910.3400	Recordation Fee	\$ 400.00	
		10-5910.2020	Part-time Salary		\$ 400.00
				\$ 400.00	\$ 400.00

Transferring funds from Part-time salary to Recordation Fee to  
cover the cost of recording PME with the Register of Deeds.  
Budget is not increased. No local appropriations needed.

REQUESTED Quana Gibbs DATE 2-1-2021

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE  
2/1/2021

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE)  
BR # OR  
IDT#

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

25/21

Breastfeeding Peer  
Counselor

10-5833.4500

Contract

\$ 5,900.00

10-3480.0006

Breastfeeding Peer Counselor Revenue

\$ 5,900.00

\$ 5,900.00 \$ 5,900.00

State provided a larger amount of revenue for program than anticipated when budget was originally prepared. Budget is increased but no local appropriations are needed. Funds are used to pay for contracted services with Dare County Health and Human Services.

REQUESTED

*Quana Gibson*

DATE

*2-1-2021*

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Chair, Vice-Chair, Commissioners, Manager  
**Attachment:** No

**ITEM TITLE:** MANAGEMENT REPORTS

**SUMMARY:** This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

**RECOMMEND:** Receive reports. Discussion and possible action as necessary.

---

**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ MATHEWS  
☐ SWINDELL  
☐ TOPPING

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

**RECOMMEND:** Receive comments.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 1, 2021  
**Presenter:** Board of Commissioners

**ITEM TITLE:** CLOSED SESSION

**SUMMARY:** The County Manager may request entering Closed Session  
in accordance with **NCGS143A-318.11 (a)**

- 1) To prevent the disclosure of information that is privileged or confidential pursuant to the law.
- 2) To prevent the premature disclosure of an honorary award.
- 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege.
- 4) To discuss matters relating to the location or expansion of industries or other businesses.
- 5) To establish or instruct the public body's staff or agent in negotiating the price or terms of a contract for the acquisition of real property by purchase; or compensation and terms of an employment contract.
- 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.
- 7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- 8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- 9) To discuss and take action regarding plans to protect public safety.

**RECOMMEND:** Enter into Closed Session if required.

---

<b>MOTION MADE BY:</b> ___ PUGH (ENTER) ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING	<b>MOTION SECONDED BY:</b> ___ PUGH ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING	<b>VOTE:</b> ___ PUGH ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING
--	--	--

---

<b>MOTION MADE BY:</b> ___ PUGH (EXIT) ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING	<b>MOTION SECONDED BY:</b> ___ PUGH ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING	<b>VOTE:</b> ___ PUGH ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING
---	--	--

---

**ACTION TAKEN IN OPEN SESSION:**

---

---

---

---

<b>MOTION MADE BY:</b> ___ PUGH (ACTION) ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING	<b>MOTION SECONDED BY:</b> ___ PUGH ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING	<b>VOTE:</b> ___ PUGH ___ SIMMONS ___ MATHEWS ___ SWINDELL ___ TOPPING
---	--	--

# **Supplemental Information**



## **Resolution Requesting a State of Emergency Declaration and Action for Oregon Inlet**

**WHEREAS**, the federal specification for the Oregon Inlet Channel is fourteen feet deep by 400 feet wide, and

**WHEREAS**, this specification has rarely been achieved for extended periods over the last 20 years, and

**WHEREAS**, this depth is crucial and mandatory for commercial fishing trawlers, and

**WHEREAS**, based upon the Moffat & Nichol study of 2014, commercial fishing and related seafood packing and processing would account for a yearly economic impact in the millions of dollars given a fully opened and stabilized inlet, and

**WHEREAS**, literally millions of dollars of seafood are being taken to out-of-state docks, depriving North Carolina of revenue, employment and socio/economic security, and subsequently reducing the year-over-year quotas for North Carolina based fishermen, and

**WHEREAS**, due to the continuing pressures and regulation of the estuarine fishery, ocean-caught species take on an additional significance in the seafood industry making Oregon Inlet access even more critical, and

**WHEREAS**, there were once nine fish houses in Wanchese to process the catch from commercial vessels providing employment to hundreds of workers, and because of the inability to keep Oregon Inlet open to the trawler fleet there are now only four fish houses with barely enough product to sustain themselves due to the condition of the inlet, and

**WHEREAS**, increased shoaling has led to navigation buoys being off station creating unsafe conditions especially for those mariners who are unfamiliar with the inlet, and

**WHEREAS**, despite the stellar work of the Corps of Engineers' dredges to maintain access to the inlet to federal specifications, this has proven to be a Sisyphean effort due to the unstable and dynamic nature of the inlet, and the limited number of dredges available to the Corps to do the work due to the Jones Act, and

**WHEREAS**, until Oregon Inlet has jetties that will serve to stabilize it to the point of requiring only maintenance dredging, and

**WHEREAS**, a fully open and fully functioning Inlet with complete access by all commercial vessels will provide employment, income, and socio/economic security for working families in Dare and surrounding counties.



**THEREFORE BE IT RESOLVED**, that the Dare County Board of Commissioners formally requests that Oregon Inlet be declared to be in a state of emergency and that immediate actions be taken to provide continued and ongoing dredging by federal or private means as required to maintain full access by all commercial vessels.

**BE IT FURTHER RESOLVED**, that the Dare County Board of Commissioners requests an immediate suspension of the Corps' bid requirement for one year to allow for the timely contracting of any private dredge required when a Corps dredge is unavailable, and that any private dredge be allowed to operate under the Corps of Engineers' dredging permits for Oregon Inlet.

**BE IT FURTHER RESOLVED**, that the Dare County Board of Commissioners requests the elimination of the antiquated Jones Act which will allow the Corps of Engineers to build the additional dredges necessary to timely and effectively complete their assignments in all federal and approved non-federal waters as funding allows.

**BE IT FURTHER AND FINALLY RESOLVED**, that with regard to these actions, time is of the essence.

This the 7<sup>th</sup> day of December, 2020.

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



## *Resolution to Support Beaufort County Businesses*

**Whereas**, there has not been the large outbreak of Covid-19 in Beaufort County as evidenced by the data. Over the last 8 months Covid-19 cases in Beaufort County have totaled 1708 with 53 deaths and 1489 recovered, and


**Whereas**, the Beaufort County Commissioners feel the universal application of the Executive orders has caused untold and unnecessary damage to Beaufort County businesses and its citizens; and

**Whereas**, the governor has ignored our plea to allow Counties to make their own decisions on reopening as other States have done.

**Therefore, Be It Resolved**, The Beaufort County Board of Commissioners support the small business owners rights to remain open.

Adopted this the 7<sup>th</sup> day of December, 2020.

  
\_\_\_\_\_  
Frankie Waters, Chairman  
Beaufort County Board of Commissioner

  
\_\_\_\_\_  
Kathleen Mosher, CMC, NCCCC  
Clerk to the Board

**Motion:** Commissioner Richardson motioned to approve the amended resolution. Commissioner Deatherage seconded.

### Yes Vote

Chairman Waters  
Commissioner Deatherage  
Commissioner Rebholz  
Commissioner Richardson  
Commissioner Walker

### No Vote

Vice-Chairman Langley  
Commissioner Booth

You are cordially invited to attend the

# 2021 Annual Meeting

Outer Banks  
**COMMUNITY**  
*Foundation*

TUESDAY • FEBRUARY 16, 2021

12:00 TO 1:00 PM

Meeting held virtually via Zoom

Join community leaders, friends, and supporters, from the comfort of your own home or workplace, as we recap a year of accomplishments. In 2020, your Community Foundation awarded \$1,800,000 in grants and scholarships, including nearly \$300,000 in COVID Rapid Response Grants. This year, during our virtual meeting, we will be sharing stories and video interviews of nonprofit leaders, honoring 2020 grantees and scholarship recipients, and celebrating our 2020 Champions. We will also be electing new board members. We hope to see you on Zoom!

Please RSVP by February 9 at [www.obcf.org](http://www.obcf.org) • Free to Attend, Registration Required

Outer Banks  
**COMMUNITY**  
*Foundation*

Members of the Outer Banks Community Foundation will be asked to vote online during our virtual Annual Meeting to elect a slate of leaders to serve on the 2021 Board of Directors and the 2021 Nominating Committee. Our members include our fund establishers, current annual donors, and Legacy contributors.

For questions or more information, please contact us at [www.obcf.org](http://www.obcf.org) or 252-261-8839.



**HYDE COUNTY COOPERATIVE EXTENSION  
COMMISSIONER REPORT  
January 2021**

**JANUARY PROGRAMS**

**Venison Sausage Class – Meat Grinding, Jan 27:** how to safely operate a meat grinder and create loose sausage (max. 6 participants permitted); view info: [go.ncsu.edu/readext?764860](https://go.ncsu.edu/readext?764860)

**ECA Scholarship Application:** open for youth and adult applications; due to FCS Agent Jan 29 and submit to state Feb 1; view info: [go.ncsu.edu/readext?762338](https://go.ncsu.edu/readext?762338)

**Safe Plates:** Program intended to go “live” for virtual class to resume national food managers’ safety certification in March/April for pilot. Working to include Hyde businesses in pilot. Testing will be proctored in-person.

**Mobile Food Pantries:** Mailed recipe cards to mobile pantry sites. Swan Quarter, Engelhard, and Scranton: 285 total

**Juvenile Crime Prevention Council (JCPC):** The H.Y.D.E Kids program has continued its weekend backpack program with great success – supplying at-risk youth in our program with food, snacks, educational activities, and hands-on projects. Youth wrote letters/notes of thanks to people that are special to them for our “thank you” project – such as teachers, grandparents, and other local heroes. The H.Y.D.E. Kids program will be having its annual monitoring review on February 4<sup>th</sup> with the district JCPC Council.

**4-H Club Update:** To represent the “Hands to Service” portion of 4-H, we decided to give Christmas Eve boxes to a random assortment of youth in Hyde. The boxes included Christmas books, candy, snacks, Christmas movies, pajamas, and much more! This was a huge success, and we were able to deliver them the day before Christmas Eve! We had great feedback from parents and youth, and we are excited to make this part of the holiday tradition at Hyde County 4-H!

**The Hyde County Shooting Sports** team will possibly have a virtual shooting sports tournament in Hyde County (location TBD) between February 15<sup>th</sup>-April 3<sup>rd</sup> sponsored by the North Carolina Wildlife Resource Commission.

**The 4-H Teen Council** will resume its monthly meetings beginning in February focusing on character education, personal development, life skills, and stress management through a new curriculum. The teen council was offered to participate in a regional youth summit – “Growing Beyond Food” – on January 18<sup>th</sup> that focused on farm-to-school-to-healthcare.

**The ATV Safety and Fishing Clubs** will be put on hold until late spring/early summer due to restrictions due to the pandemic. We are still planning to have this offered to our youth and we are excited!

**Other Updates:** Hyde County 4-H was recently by Swan Acre Farms as the winner of a \$2500 donation from America’s Farmers Grow Communities sponsored by Bayer Fund. We are truly thankful for the generosity of our local farm community and the support given to our program!

Hyde County 4-H was also selected as the winner of the “Full of Beans” educator pack from the American Farm Bureau Foundation for Agriculture and sponsored by the Ford Motor Company. We will begin this Ag video series late February focusing on this curriculum to help educate our local youth about the importance of agriculture and to provide knowledge about soybeans in our county.

**2021 Virtual Road Show Production & Pesticide Recertification Meetings** - Virtual winter meetings began on January 7<sup>th</sup> and will continue through February 10<sup>th</sup>. I have been planning and prepping for meetings as well as helping growers register, get set up to use Zoom, and check their pesticide credit status.

- January 7<sup>th</sup> V Training – 33 attendees
- January 11<sup>th</sup> Pest Management – 35 attendees
- January 12<sup>th</sup> Water Management – 25 attendees

Some folks do not feel comfortable using Zoom or do not have access to good internet. I am working with these farmers to make sure they are getting the information they need.

Farmers are being kept up to date through email and by phone. Meeting reminders are sent out via email weekly.

**COVID PPE** - More COVID PPE from the NCDHHS arrived just before Christmas and has been delivered to farmers and the seafood industry.

**Saltwater Intrusion Research** – I am currently working with three different groups on saltwater intrusion research projects. I have been meeting virtually with these groups to plan for the 2021 growing season.

### **UPCOMING EVENTS**

**Virtual V Training (private pesticide applicators)** – January 28, 2021

**Auxin Training** – January 2021– March 2021

**Mobile Refrigerated Local Foods Trailer:** Building in progress.

**4-H Honor Club/Scholarships Due** – February 1, 2020

**Virtual Blackland Cotton Meeting** - February 3, 2021

**Hyde County 4-H Photography Contest** – February 15, 2020

**NCWRC Shooting Sports Tournament** – February 15<sup>th</sup>-April 3<sup>rd</sup> (location TBD)

**Hyde County Teen Council Meeting** – February 2020

**4-H Full of Beans Ag Video Series** – February 2020